

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
U.S. DISTRICT COURT
INDIANAPOLIS DIVISION
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SOUTHERN DISTRICT
OF INDIANA
LAURA A. BRIGGS
CLERK

DOUGLAS G. LOGAN,

Plaintiff,

v.

USA TRACK & FIELD, INC.

Defendant.

Cause No.:

1:10-cv-1315-TWP-TAB

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Douglas G. Logan ("Logan"), by counsel, files this Complaint and Demand for Jury Trial against Defendant, USA Track & Field, Inc. ("USATF") and states as follows:

I. PARTIES, VENUE AND JURISDICTION

1. Logan a citizen of the State of Florida and is domiciled in Florida. He was, until on or about September 15, 2010, an executive and employee of USATF.

2. Defendant USATF is a not-for-profit organization, incorporated in Virginia and with its headquarters and principal place of business in Indianapolis, Indiana.

3. This Court has subject matter jurisdiction over Logan's claims pursuant to 28 U.S.C. § 1332, in that the amount in controversy exceeds the sum or value of \$75,000 and the parties are citizens of different States.

4. Venue is proper pursuant to 28 U.S.C. § 1391, in that USATF is subject to personal jurisdiction in the Southern District of Indiana, has its primary place of business

in the Southern District of Indiana, and regularly conducts business activities within the Southern District of Indiana.

II. FACTUAL ALLEGATIONS

5. Logan hereby incorporates by reference all other paragraphs of this Complaint as if fully set forth here.

6. Logan was employed by USATF pursuant to a written contract beginning in the summer of 2008.

7. During his employment, Logan was the Chief Executive Officer of USATF.

8. On or about July 21, 2008, Logan entered into an employment agreement with USATF defining certain terms and conditions of Logan's employment. This agreement, hereinafter referred to as the First Employment Agreement, is attached as Exhibit A.

9. The First Employment Agreement provides that Logan shall receive severance pay and specified benefits in the event that USATF terminates Logan's Employment without defined Cause.

10. On or about July 1, 2010, Logan entered into a revised employment agreement with USATF defining certain terms and conditions of Logan's employment. This agreement, hereinafter referred to as the Second Employment Agreement, is attached as Exhibit B.

11. The Second Employment Agreement provides that Logan shall receive severance pay and specified benefits in the event that USATF terminates Logan's Employment without defined Cause.

12. The Second Employment Agreement was signed by Stephanie Hightower, President of USATF, on or about June 26, 2010.

13. The Second Employment Agreement superseded the First Employment Agreement.

14. On or about September 13, 2010, Logan was informed that his employment was to be terminated by USATF on or about September 15, 2010. USATF did not have Cause to terminate Logan as defined by the Second Employment Agreement.

15. As a result of being terminated without Cause, Logan is entitled to receive severance pay and specified benefits.

16. Since September 15, 2010, USATF has not provided Logan with the severance pay and specified benefits to which he is entitled under the Second Employment Agreement, including but not limited to monetary compensation in excess of \$1.5 million.

17. On or about September 13, 2010, USATF presented Logan with a release agreement offering him \$500,000.00 in exchange for a full and final release of all claims, including those related to his employment contract. Logan refused that offer.

18. The Second Employment Agreement has a choice of law provision stating that it is governed by the laws of the State of Indiana.

III. LEGAL ALLEGATIONS

Count I: Breach of Contract

19. Logan hereby incorporates by reference all other paragraphs of this Complaint as if fully set forth here.

20. Logan and USATF entered into a contract when they signed the Second Employment Agreement on or about June 26, 2010.

21. Logan performed his part of the contract by performing his material duties as Chief Executive Officer in accordance with the terms of the contract.

22. Nothing that Logan did or failed to do between June 26 and September 13, 2010, constitutes "Cause" to terminate his employment under the Second Employment Agreement.

23. USATF failed to perform its part of the contract by failing to pay Logan the severance pay and specified benefits to which he was entitled after USATF terminated his employment without Cause on or about September 15, 2010.

24. While USATF apparently claims that it had "Cause" to terminate Logan's employment, USATF offered Logan a one-time, lump sum payment of \$500,000.00 in exchange for Logan's execution of a release of claims.

25. USATF has breached the Second Employment Agreement, and Logan has suffered monetary damages as a result.

Count II: Violation of Indiana Wage Claim Statute

26. Logan hereby incorporates by reference all other paragraphs of this Complaint as if fully set forth here.

27. USATF is an employer subject to the Indiana Wage Claim Statute, in that it employed Logan in Indiana pursuant to a written contract adopting Indiana law. Ind. Code § 22-2-9-1(a).

28. Logan was separated from the USATF payroll on September 15, 2010.

29. All of Logan's unpaid wages and compensation, including but not limited to salary, vacation pay for accrued but unused vacation days, bonuses, severance pay, and expense reimbursements, were due and payable no later than the regular pay day for the pay period in which separation occurred. Ind. Code § 22-2-9-2.

30. USATF has failed to pay Logan all unpaid wages and compensation due and payable at the regular pay day for the pay period in which separation occurred.

31. On October 19, 2010, Logan was issued a referral from the Indiana Department of Labor and the Indiana Attorney General to permit him to bring an action in court. This letter of referral is attached as Exhibit C.

32. Logan has been damaged by USATF's failure to comply with the Indiana Wage Claim Statute and is entitled to payment of all accrued and unpaid compensation and benefits, as well as liquidated damages, and attorney fees and expenses. Ind. Code § 22-2-9-4; § 22-2-5-2.

IV. RELIEF REQUESTED

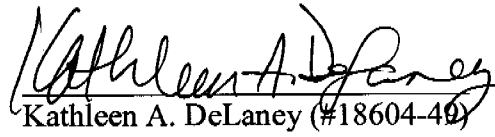
Logan requests the following relief:

- a. All compensatory damages for breach of contract, including but not limited to severance pay, employer provided benefits, bonus pay, vacation pay, reimbursement of business expenses, and damages from the loss of health and life insurance policies;
- b. All damages under the Indiana Wage Claim Statute, including but not limited to severance pay and benefits, attorney fees and costs;
- c. Pre-judgment and post-judgment interest;
- d. All costs and reasonable attorney fees; and

e. All other relief just and proper in the premises.

WHEREFORE, Plaintiff, Douglas G. Logan, requests a judgment in his favor, the costs of this action, trial by jury, and all other just and proper relief.

Respectfully submitted,



Kathleen A. DeLaney (#18604-40)

Amanda Couture (#24838-53)

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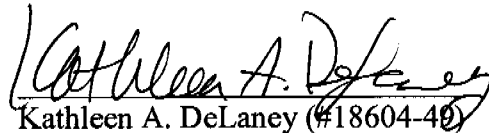
Fax: (317)920-0404

Attorneys for Plaintiff

JURY DEMAND

Plaintiff Douglas G. Logan, by counsel, respectfully requests a trial by jury on all issues so triable.

Respectfully submitted,



Kathleen A. DeLaney (#18604-40)

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DeLaney & DeLaney LLC

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Indianapolis, IN 46205